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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Carole E. DeAngelis,

Plaintiff,

v.

American Honda Finance Corp.
and Equifax Information
Services, LLC,

Defendant.

Case No. 2:18-cv-01646-JAD-PAL

**STIPULATION AND PROTECTIVE
ORDER**

1 IT IS HEREBY STIPULATED by and between Carole E. DeAngelis
 2 (“Plaintiff”) and American Honda Finance Corp. (“Defendant” and jointly as the
 3 “Parties”), by and through their counsel of record, as follows:

4 WHEREAS, documents and information have been and may be sought,
 5 produced or exhibited by and among the parties to this action relating to trade
 6 secrets, confidential research, development, technology or other proprietary
 7 information belonging to the defendants and/or personal income, credit and other
 8 confidential information of Plaintiff.

9 THEREFORE, an Order of this Court protecting such confidential
 10 information shall be and hereby is made by this Court on the following terms:

- 11 1. This Order shall govern the use, handling and disclosure of all documents,
 12 testimony or information produced or given in this action which are
 13 designated to be subject to this Order in accordance with the terms hereof.
- 14 2. Any party or non-party producing or filing documents or other materials in
 15 this action may designate such materials and the information contained
 16 therein subject to this Order by typing or stamping on the front of the
 17 document, or on the portion(s) of the document for which confidential
 18 treatment is designated, “Confidential.”
- 19 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other
 20 papers to be filed with the Court incorporate documents or information
 21 subject to this Order, the party filing such papers shall designate such
 22 materials, or portions thereof, as “Confidential,” and shall file them with the
 23 clerk under seal; provided, however, that a copy of such filing having the
 24 confidential information deleted therefrom may be made part of the public
 25 record. Any party filing any document under seal must comply with the
 26 requirements of Local Rules.
- 27 4. All documents, transcripts, or other materials subject to this Order, and all
 28 information derived therefrom (including, but not limited to, all testimony,

1 deposition, or otherwise, that refers, reflects or otherwise discusses any
2 information designated Confidential hereunder), shall not be used, directly or
3 indirectly, by any Party, commercial or competitive purposes or for any
4 purpose whatsoever other than solely for the preparation and trial of this
5 action in accordance with the provisions of this Order.

6 5. All depositions or portions of depositions taken in this action that contain
7 confidential information may be designated as “Confidential” and thereby
8 obtain the protections accorded other confidential information. The parties
9 shall have twenty-one (21) days from the date a deposition is taken, or
10 fourteen (14) days from the date a deposition transcript is received, whichever
11 date is greater, to serve a notice to all parties designating portions as
12 “Confidential.” Until such time, all deposition testimony shall be treated as
13 confidential information. To the extent any designations are made on the
14 record during the deposition, the designating party need not serve a notice re-
15 designating those portions of the transcript as confidential information. Any
16 party may challenge any such designation in accordance with Paragraph 14 of
17 this Order.

18 6. Except with the prior written consent of the individual or entity designating a
19 document or portions of a document as “Confidential,” or pursuant to prior
20 Order after notice, any document, transcript or pleading given “Confidential”
21 treatment under this Order, and any information contained in, or derived from
22 any such materials (including but not limited to, all deposition testimony that
23 refers, reflects or otherwise discusses any information designated confidential
24 hereunder) may not be disclosed other than in accordance with this Order and
25 may not be disclosed to any person other than: (a) the Court and its officers;
26 (b) parties to this litigation; (c) counsel for the parties, whether retained
27 counsel or in-house counsel and employees of counsel assigned to assist such
28 counsel in the preparation of this litigation; (d) fact witnesses subject to a

1 proffer to the Court or a stipulation of the parties that such witnesses need to
2 know such information; (e) present or former employees of the producing
3 party in connection with their depositions in this action (provided that no
4 former employees shall be shown documents prepared after the date of his or
5 her departure); and (f) experts specifically retained as consultants or expert
6 witnesses in connection with this litigation.

7 7. Documents produced pursuant to this Order shall not be made available to
8 any person designated in Subparagraph 6 (f) unless he or she shall have first
9 read this Order, agreed to be bound by its terms, and signed the attached
10 Declaration of Compliance.

11 8. Third parties who are the subject of discovery requests, subpoenas or
12 depositions in this case may take advantage of the provisions of this
13 Protective Order by providing the parties with written notice that they intend
14 to comply with and be bound by the terms of this Protective Order.

15 9. All persons receiving any or all documents produced pursuant to this Order
16 shall be advised of their confidential nature. All persons to whom confidential
17 information and/or documents are disclosed are hereby enjoined from
18 disclosing same to any person except as provided herein, and are further
19 enjoined from using same except in the preparation for and trial of the above-
20 captioned action between the named parties thereto. No person receiving or
21 reviewing such confidential documents, information or transcript shall
22 disseminate or disclose them to any person other than those described above
23 in Paragraph 6 and for the purposes specified, and in no event, shall such
24 person make any other use of such document or transcript.

25 10. Nothing in this Order shall prevent a party from using at trial any information
26 or materials designated "Confidential."

27 11. This Order has been agreed to by the parties to facilitate discovery and the
28 production of relevant evidence in this action. Neither the entry of this Order,

1 nor the designation of any information, document, or the like as
2 “Confidential,” nor the failure to make such designation, shall constitute
3 evidence with respect to any issue in this action.

4 12. Inadvertent failure to designate any document, transcript, or other materials
5 “Confidential” will not constitute a waiver of an otherwise valid claim of
6 confidentiality pursuant to this Order, so long as a claim of confidentiality is
7 promptly asserted after discovery of the inadvertent failure. If a party
8 designates a document as “Confidential” after it was initially produced, the
9 receiving party, on notification of the designation, must make a reasonable
10 effort to assure that the document is treated in accordance with the provisions
11 of this Order, and upon request from the producing party certify that the
12 designated documents have been maintained as confidential information. The
13 designating party shall have the burden of proving that any document
14 designated as CONFIDENTIAL is entitled to such protection.

15 13. Within sixty (60) days after the final termination of this litigation, all
16 documents, transcripts, or other materials afforded confidential treatment
17 pursuant to this Order, including any extracts, summaries or compilations
18 taken therefrom, but excluding any materials which in the good faith
19 judgment of counsel are work product materials, shall be returned to the
20 Producing Party. In lieu of return, the parties may agree to destroy the
21 documents, to the extent practicable.

22 14. In the event that any party to this litigation disagrees at any point in these
23 proceedings with any designation made under this Protective Order, the
24 parties shall first try to resolve such dispute in good faith on an informal
25 basis. If the dispute cannot be resolved, the party objecting to the designation
26 may seek appropriate relief from this Court. During the pendency of any
27 challenge to the designation of a document or information, the designated
28

document or information shall continue to be treated as “Confidential” subject to the provisions of this Protective Order.

15. Nothing herein shall affect or restrict the rights of any party with respect to its own documents or to the information obtained or developed independently of documents, transcripts and materials afforded confidential treatment pursuant to this Order.

16. The Court retains the right to allow disclosure of any subject covered by this stipulation or to modify this stipulation at any time in the interest of justice.

IT IS SO STIPULATED.

DATED this 11th day of April 2019.

KAZEROUNI LAW GROUP, APC

By: /s/ Michael Kind
Michael Kind, Esq.
6069 S. Fort Apache Rd., Ste 100
Las Vegas, NV 89148
Attorneys for Plaintiff

**WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP**

By: /s/ Chad C. Butterfield
Chad C. Butterfield, Esq.
300 South Fourth Street, 11th Floor
Las Vegas, NV 89101
*Attorneys for Defendant
American Honda Finance Corp.*

IT IS SO ORDERED:


UNITED STATES MAGISTRATE JUDGE

DATED: April 16, 2019

EXHIBIT A
DECLARATION OF COMPLIANCE

I, _____, declare as follows:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4 I have received a copy of the Stipulated Protective Order entered in this action on _____, 20____.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

1 10. I hereby submit to the jurisdiction of this Court for the purposes of
2 enforcing the Stipulated Protective Order in this action. I declare under penalty of
3 perjury under the laws of the United States that the following is true and correct.

4
5 Executed this ____ day of _____, 2019 at _____.

6
7 Signature: _____ Firm: _____

8
9 Name: _____ Address: _____

10
11 Position: _____ Phone: _____

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6069 S. Fort Apache Rd., Ste. 100
Las Vegas, NV 89148

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 11, 2019, the foregoing Stipulated Protective Order was served via CM/ECF to all parties appearing in this case.

KAZEROUNI LAW GROUP, APC

By: /s/ Michael Kind
Michael Kind, Esq.
6069 S. Fort Apache Rd., Ste. 100
Las Vegas, NV 89148

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